



**Town Board Agenda  
Regular Meeting  
November 4, 2021  
5:30 P.M.**

**MISSION STATEMENT**

*"The Town of Center, Colorado shall provide strong leadership, inspire community pride, maintain fiscal accountability and through its employees offer a high level of service to the residents, businesses, and visitors of the community."*

**"THIS AGENDA MAY BE AMENDED"**

**WORKSHOP – Budget Workshop**

1. MEETING TO ORDER, ROLL CALL AND PLEDGE ALLEGIANCE
2. APPROVAL OF DCI - MOU
3. A MOTION TO ADJOURN THE MEETING

Posted on

November 3, 2021

Center Town Hall and Center Post office

This agenda may be amended

## II. Compensation

- A. In consideration of the services to be performed by DCI, the Community agrees to pay the balance owed to DCI upon conclusion of each phase of work as outlined in Exhibit A.
- B. DCI is a 501(c)3 Colorado nonprofit corporation. Tax I.D. number is 74-2236813. Please make all checks payable to "Downtown Colorado, Inc." or "DCI" and write "OCC Corridor Assessment" in the memo section.

## III. Representations and Warranties

All parties to this agreement represent and warrant (i) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with DCI's undertaking this relationship with the Community, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that the parties will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that neither party has entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

## IV. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of all parties. Any notice given under this Agreement will be sufficient if it is in writing and if sent by certified or registered mail.

## V. Compliance with Law

In connection with his/her services rendered hereunder, DCI agrees to abide by all federal, state, and local laws, ordinances and regulations.

## VI. Independent Contractor

The relationship between DCI and the Community is that of an independent contractor under a "work for hire" arrangement. All work products developed by DCI will be deemed owned and assigned to the Community. DCI will not be eligible for any employee benefits, nor will DCI make deductions from fees to the consultant for taxes, insurance, bonds or the like. DCI retains the discretion in performing the tasks assigned, within the scope of work specified.

## VII. Governing Law

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Colorado.

For DCI \_\_\_\_\_

DATE \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For Community \_\_\_\_\_

DATE \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A. Compensation**

A. Budget:

Community Share	\$20,000
DOLA Planning Grant	\$20,000
Total Cost	\$40,000

B. In consideration of the services to be performed by the DCI, the Community agrees to compensate DCI in the following manner:

- \$5,000 Due upon signing MOU
- \$9,000 Due upon completion of Conditions Study.
- \$15,000 Due upon delivery of Fiscal Impacts of Development.
- \$6,000 Due upon delivery of Zoning and Policy Recommendation Plan
- 5,000 Final project report from Summit.

## **Exhibit B. Scope**

### **BACKGROUND**

The San Luis Valley just completed a housing study that highlights a need for different types of housing and price points. The visionary leadership of Town of Center purchased 90 Acres, the Consul Property, that abuts the current downtown and would like to support housing needs. In addition to addressing housing and community needs, the Town hopes the Consul Property process will address the critical need to retain and build technical capacity within the San Luis Valley through the Consul Property development process.

Downtown Colorado, Inc. (DCI) is honored to work with The Town of Center as we look to the future, with a focus on a more vibrant downtown with sustainable partnerships, increased entrepreneurship and economically vital businesses, and clear communications to assist with marketing opportunities in and around the community. DCI has been working with the Town of Center as a Colorado Challenge community. The Colorado Challenge Program is a unique team building accelerator focused on establishing a plan of work and proposal for funding over the course of twelve months. The program includes planning and development that will help engage citizens in the strategy for moving forward as a sustainable business-ecosystem for entrepreneurs. The below timeline outlines a series of public engagement and training events that will help to shape the strategy and recommended steps for moving forward:

### **PURPOSE**

Complete a Conceptual Vision + Financing Plan for the Consul Property, a 90 acre parcel owned by the Town of Center. DCI will utilize existing Challenge Program efforts and experience with team building and placemaking in Center to engage and diversify long range planning efforts around building a rural ecosystem for the Town of Center, and the San Luis Valley. The plan will outline the steps the public sector can put in place to shape the private sector investment in the 90 acre Consul Property with a clear community vision and phased financing approach.

### **SCOPE**

The Town is looking for technical expertise to plan for re-connecting the local economic ecosystem to support local revitalization, alleviate poverty, foster job and business creation, and increase local opportunity for the Town of Center and the San Luis Valley. The Town of Center Conceptual Vision + Financing Plan will establish a conceptual vision for the plan Consul Property with planning phases. The Town would like to expand commercial, housing, workforce development, and healthy living initiatives in the San Luis Valley. The Town wants to accentuate and support the existing downtown and historic buildings while creating new opportunities for education, interaction, resiliency, and quality of life enhancements.

The plan should establish a process to increase the Town's capacity to work with private sector partners to build and design a sustainable community vision, positively impacting health, resiliency, and energy efficiency while ensuring culturally responsive sustainable design impacts at scales ranging from neighborhood infrastructure, to community planning, to healthy homes. Planning should include involving residents not only in preferences, but in learning to build. DCI will support the Town of Center as they explore tax increment finance and how a phased development can both build community, opportunity, and pay for itself over time.

**BENCHMARKS**

- Work with local groups to engage and promote participation and diverse means to plan the vision.
- Identify and establish dialogue around funding and resources for the plan implementation.
- Conduct a two day technical assistance team visit focused on planning for land use, access to capital, developer engagement resulting in an actionable plan.
- Complete final research and deliverables.
- Provide community training to implement strategy with timeline and steps.

The Town of Center’s Colorado Challenge Planning process will cost \$40,000 to establish a Conceptual Vision + Financing Plan around the 90 acre Consul Property in Center. Tasks and dates may be subject to change.

<b>PLANNING DOCUMENTS CREATED</b>	<b>COST</b>
Conditions Study	\$9,000
Fiscal Impact Study	\$15,000
Planning Commission Zoning + Policy Recommendations Approach	\$6,000
Development/Redevelopment Plan - Financing, Policy, and Housing Strategy	\$10,000
<b>Total Cost</b>	<b>\$40,000</b>

### **Main Street Open for Business: First Payments to Businesses**

The Town of Center was awarded the Main Street Open for Business grant from the Colorado Department of Local Affairs. Upon the completion of the grant agreement, the Town of Center was awarded 50% of the approved grant request. Per the requirements of this grant and the Town's contract with the state, 50% of the requested funding for each business shall be paid to the involved businesses that have signed the subgrant agreement contract with the Town. As per the terms of the subgrant agreement contract, the Town will pay the businesses 50% of the money from DOLA and 50% of the Town's match. The exact amounts will be specified below.

**K&J Thriftway:** \$1052.39 (DOLA funds) + \$263.10 (Town Match) = \$1315.49 (Total Payment)

**House of Hair:** \$1744.93 (DOLA funds) + \$436.24 (Town Match) = \$2181.17 (Total Payment)

**Martha's Fashion and Laundromat:** \$30,252.00 (DOLA funds) + \$7563.00 (Town Match) = \$37,815 (Total Payment)

**Center Tortilleria "La Unica":** \$1232.00 (DOLA funds) + \$308.00 (Town Match) = \$1540 (Total Payment)

**Vemco Electric\*:** \$20,284.77 (DOLA funds) + \$5071.20 (Town Match) = \$25,355.97 (Total Payment)

- \*As of 11/3/2021 at 8:59 AM, Vemco Electric had not completed their subgrant agreement contract. They shall not receive their payment until this document is completed and signed by their business and the Town of Center.

These amounts will be paid to business as initial working capital, prior to the start of their projects. Once the five projects collectively are 50% complete, the Town of Center will receive the next 50% of the grant request from DOLA. Upon receiving the DOLA funds, the Town of Center will provide the subsequent 30% of DOLA and matching funds to businesses. After each individual project is completed, that business will receive the final 20% of their total approved funding budget.

Town of Center